

NYSCEF DOC. NO. 1
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index No.

RECEIVED NYSCEF: 01/27/2021

Date Filed: _____

CAPITAL ONE BANK (USA), N.A.

SUMMONS (ORIGINAL)

Plaintiff

-against-

GITTY FARKAS

The basis of venue is:

DEFENDANT'S RESIDENCE

Defendant(s)

Plaintiff's Residence:


4851 COX ROAD
GLEN ALLEN, VA 23060
County of HENRICO

CONSUMER CREDIT TRANSACTION

To the above named defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons to serve a notice of appearance, on the Plaintiff's Attorney(s) within TWENTY days after the service of this summons, exclusive of the day of service (or within THIRTY days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: Islandia, New York
JANUARY 26, 2021


RUBIN & ROTHMAN, LLC
Attorneys for Plaintiff
1787 Veterans Highway
Islandia, N.Y. 11749
(631) 234-1500

DEFENDANT(S) ADDRESS:

GITTY FARKAS
17 VALLEY VIEW TER APT 101 SPRING VALLEY, NY 10977

WE ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

NYC DCA LIC. 2045512

Our File No. 1342963 Y 64 0- 0 V SZM 000

000005970295

NYSCEF DOC. NO. 1
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

ACCT#: *****3262

RECEIVED NYSCEF: 01/27/2021

Index No.

CAPITAL ONE BANK (USA), N.A.

Plaintiff

-against-

COMPLAINT (ORIGINAL)

GITTY FARKAS

Defendant(s)

Plaintiff, by its attorneys, complaining of the defendant(s), alleges:

AS AND FOR A FIRST CAUSE OF ACTION

1. Defendant(s) resides in the county in which this action is brought; or transacted business in the county in which this action is brought in person or through an agent, or this cause of action arose out of said transaction. Plaintiff is not required to be licensed by the NYC Dept of Consumer Affairs because it is the original creditor.
2. Plaintiff is a national banking association.
3. Defendant(s) used a credit account issued by plaintiff and agreed to make payments for goods and services charged, balance transfers, and/or cash advances made upon such card.
4. Defendant(s) failed to make the payments due pursuant to such agreement, and \$ 5,350.62 is now due and owing to plaintiff from defendant(s),

WHEREFORE, plaintiff requests judgment against defendant(s) in the sum of \$ 5,350.62 and the costs and disbursements of this action. Plaintiff waives any contractual attorney's fees that may be due from defendant(s).

JANUARY 26, 2021

RUBIN & ROTHMAN, LLC
Attorneys for Plaintiff
1787 Veterans Highway
Islandia, NY 11749
(631) 234-1500

Deponent is an attorney associated with Rubin & Rothman, LLC. To the best of deponent's knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the summons and complaint or the contentions therein are not frivolous as defined in section 130-1.1(c) of the Rules of the Chief Adm. and the matter was not obtained through illegal conduct or in violation of 22 NYCRR 1200, Rule 4.5.

Dated: JANUARY 26, 2021


ADRIENNE CERVENKA

WE ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

NYC DCA LIC. 2045512

Our File No. 1342963 X 65 0- 0 V SZM 000

NYSCEF DOC. NO. 1
 SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF ROCKLAND

RECEIVED NYSCEF: 01/27/2021

 CAPITAL ONE BANK (USA), N.A.

Plaintiff

-against-

Index No.

GITTY FARKAS

 Defendant(s)

NOTICE OF COMMENCEMENT OF ACTION
 SUBJECT TO MANDATORY ELECTRONIC FILING

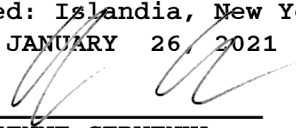
PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-386-3033 or efile@courts.state.ny.us.

Dated: Islandia, New York

JANUARY 26, 2021


 ADRIENNE CERVENKA
 RUBIN & ROTHMAN, LLC

RUBIN & ROTHMAN, LLC
 1787 VETERANS HIGHWAY
 ISLANDIA, NY 11749
 (631) 234-1500
 NYDOCS@RUBINROTHMAN.COM

To: GITTY FARKAS
 17 VALLEY VIEW TER APT 101
 SPRING VALLEY, NY 10977

WE ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

NYC DCA LIC. 2045512

Our File No. 1342963 X 66 0- 0 V SZM 000

000005970295



Payment Information

Payment Due Date
PAST DUE

For online and phone payments,
the deadline is 8pm ET.

New Balance
\$5,350.62

Minimum Payment Due
\$5,350.62

IMPORTANT ACCOUNT UPDATES:

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Account Summary

Previous Balance	\$5,237.59
Payments	- \$200.00
Other Credits	\$0.00
Transactions	+ \$200.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$113.03
New Balance	= \$5,350.62

Available Credit (as of Aug. 23, 2019) N/A

300079



Account Notifications

New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. Contact the New York State Department of Financial Services: 1-877-226-5697 or www.dfs.ny.gov.

Pay or manage your account on our mobile app or at www.capitalone.com

Customer Service: 1-800-258-9319

See reverse for Important Information



Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Payment Due Date: **Past Due**

Account Ending in 3262

New Balance	Minimum Payment Due	Amount Enclosed
\$5,350.62	\$5,350.62	\$ _____

GITTY FARKAS
134 PENN ST
BROOKLYN, NY 11211-8470



400030



Capital One
P.O. Box 6492
Carol Stream, IL 60197-6492



3262 23 5350620200005350628

NYSCEF DOC NO 1

RECEIVED NYSCEF: 01/27/2021

How can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging Interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

How is the Interest Charge applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.50 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can my Variable APR change? Your APRs may increase or decrease based on one of the following indices (reported in *The Wall Street Journal*). The letter code below corresponds with the letter next to your APRs in the Interest Charge Calculation section of this statement.

Code next to your APR(s)	How do we calculate your APR(s)? Index + margin	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July, and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle.
F	1 month LIBOR + margin	

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement : If you think there is an error on your statement, write to us at:

Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

© 2016 Capital One. Capital One is a federally registered service mark

ETC-08
11/01/16

Changing Mailing Address?

You can change your address by signing into your account online or calling Customer Service.



Pay online at www.capitalone.com



Pay using our mobile app

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

Any written requests on this form **will not be honored**. To manage your account, please refer to your billing statement for customer service options.



Transactions

Visit

to see detailed transactions.

GITTY FARKAS #3262: Payments, Credits and Adjustments

Date	Description	Amount
Aug 20	CAPITAL ONE ONLINE PYMTAuthDate 21-Jul	- \$200.00

GITTY FARKAS #3262: Transactions

Date	Description	Amount
Aug 20	Returned Online ACH Payment	\$200.00

GITTY FARKAS #3262: Total	\$200.00
----------------------------------	-----------------

Total Transactions for This Period	\$200.00
---	-----------------

Fees

Date	Description	Amount
------	-------------	--------

Total Fees for This Period	\$0.00
-----------------------------------	---------------

Interest Charged

Interest Charge on Purchases	\$113.03
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00

Total Interest for This Period	\$113.03
---------------------------------------	-----------------

Totals Year-to-Date

Total Fees charged	\$76.00
---------------------------	----------------

Total Interest charged	\$876.33
-------------------------------	-----------------



300679

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.15% P	\$5,292.07	\$113.03
Cash Advances	25.15% P	\$0.00	\$0.00

P, L, D, F = Variable Rate. See reverse of page 1 for details.

Your account has charged off.

It is now being serviced by the Recoveries department.
Call 1-800-258-9319 if you have questions about this notice.